

# National Autism Network Terms of Use

*(last updated September 13, 2012)*

Thank you very much for using the National Autism Network web site. These Terms of Use, along with the National Autism Network Privacy Policy, are referred to as the “Terms” and constitute a binding, legal agreement between you and National Autism Network, LLC (“National Autism Network”). By signing up for or using National Autism Network’s web site (“Site”), software (“Software”), or services (collectively, “Services”), you agree to these Terms. Please read them carefully and if you desire, print or save a copy for your records. Also, please contact National Autism Network at support@NationalAutismNetwork.com if you have any questions about these Terms.

Your use or participation in certain Services may be subject to additional terms, which may be presented to you for acceptance when you sign up to use the Services or may otherwise be included in the Site. Such additional terms will be considered part of these Terms.

## Acceptance of Terms

In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms. You accept the Terms by agreeing to the Terms as part of the user interface for any Service, or by using the Services. You understand and agree that your use of the Services constitutes acceptance of the Terms.

**IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE THE SITE OR THE SERVICES.**

## Users and Members

These Terms apply to all users of the Services, including browsers who have not signed up for the Services, and “Members” who have registered with National Autism Network. Members of National Autism Network include:

- 1) Parents and guardians (referred to herein as “Parent/Guardian Members”);
- 2) Service providers and advocates (referred to herein as “Provider/Advocate Members”); and
- 3) Individuals 13 years of age and older (referred to herein as “Individual Members”).

## No Medical Advice

The information contained in the Site is in no way intended to replace or to be construed as medical advice, diagnosis or treatment, and is offered for informational purposes only. If you have any concerns or questions about your health or the health of your children, you should always consult with a physician or other health care professional. Do not disregard, avoid or delay obtaining medical or health related advice from your health care professional because of information on the Site.

National Autism Network does not recommend or endorse any Provider/Advocate Members or any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. The use of any information provided on the Site is solely at your own risk.

Developments in medical research may impact the health information that appears here. No assurance can be given that the information contained in the Site will always include the most recent findings or developments.

If you are in the United States and think you are having a medical or health emergency, call your health care professional, or 911, immediately.

### **Children's Privacy and Privacy Policy**

We are committed to protecting the privacy of children. You should be aware that this Site is not intended or designed to attract children under the age of 13 as Members. We do not collect personally identifiable information from any person we actually know is a child under the age of 13. Parent/Guardian Members however can input information about their children, including children under the age of 13.

For additional information about National Autism Network's data protection practices, please read National Autism Network's [privacy policy](#). This policy explains how National Autism Network treats your personal information and protects your privacy when you use the Services. You agree to the use of your data in accordance with National Autism Network's privacy policies.

### **English Language**

The Terms are provided in English. If a translation is provided, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with National Autism Network.

### **National Autism Network Services**

National Autism Network regularly changes and enhances its Services with the goal of providing the best possible experience for its users. You acknowledge and agree that the Services that National Autism Network provides may change from time to time without prior notice to you. In addition, National Autism Network may stop (permanently or temporarily) providing the Services, or any features within the Services, at National Autism Network's sole discretion, with or without prior notice.

You may stop using the Services at any time. If you make no use of the Services for a substantial amount of time, National Autism Network may in its discretion determine that you have stopped using the Services and terminate your membership.

You acknowledge and agree that if National Autism Network disables access to your account, you may be prevented from accessing the Services, your account details or any files or other information which is contained in your account.

### **Your use of National Autism Network**

The Services requires you to provide information about yourself (such as your contact information and billing information) as part of the registration process for the Services and as part of your continued use of the Services. You represent and warrant that the user information you provide National Autism Network in connection with the Services is and will at all times be accurate, complete and up to date.

Your account is for your personal use only. You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. You agree that you will not copy, sell, trade or resell the Services for any purpose.

### **Prohibited Activities**

You agree to use the Services only for purposes that are permitted by (a) these Terms and (b) all applicable laws, regulations and generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

You represent and warrant that you will:

(a) Access the Services only through the interface that is provided by National Autism Network. You specifically agree not to access (or attempt to access) any of the Services or associated information through any automated means (including use of scrapers, scripts, robots, spiders, or web crawlers), or in any way circumvent the navigational structure or presentation of the Services or the Site.

(b) Not engage in any activity that interferes with or disrupts the Services or systems and networks supporting the Services;

(c) Not advertise or solicit any user to buy or sell any products or services through the Site or Services. You may not transmit any chain letters, junk or spam e-mail to other users. In addition, you will not use any information obtained from the Services in order to advertise to, solicit, or sell to any user without their prior consent. In order to protect our Members from such advertising or solicitation, National Autism Network reserves the right to restrict the number of communications which a Member may send to other Members in any 24-hour period through the Services to a number which National Autism Network deems appropriate in its sole discretion;

(c) Not use the Services for any phishing, trolling or similar activities; to redirect users to other Site or encourage users to visit other Site; harvest or collect email addresses or other contact information of other users from the Services by electronic or other means;

(d) Not provide or use tracking or monitoring functionality in connection with the Services, including but not limited to, to identify other Members' activities and use of the Services;

(e) Not enter or attempt to enter unauthorized parts of the Services or any National Autism Network computers or servers used to provide the Services, or perform functions that you are not authorized to perform hereunder;

(e) Not impersonate or attempt to impersonate National Autism Network or a National Autism Network employee, administrator or moderator, another Member, or any other person or entity; and

(f) Not “frame” or “mirror” any part of the Services or the Site. You also shall not use metatags or code or other devices containing any reference to National Autism Network or the Services or the Site in order to direct any person to any other web site for any purpose.

You agree that you are solely responsible for any breach of your obligations under the Terms and for the consequences (including any loss or damage which National Autism Network may suffer) of any such breach.

### **Interactions with Other Users**

You are solely responsible for, and assume all liability regarding, your online and offline interactions with other Members. You should always act cautiously when interacting with any stranger who wants to meet you.

NATIONAL AUTISM NETWORK MAY BUT IS UNDER NO REQUIREMENT TO SCREEN OR INQUIRE ABOUT THE BACKGROUND OF ANY OF ITS MEMBERS. TO THE EXTENT THAT NATIONAL AUTISM NETWORK UNDERTAKES ANY BACKGROUND SCREENING OR INQUIRIES OF MEMBERS, YOU ACKNOWLEDGE AND AGREE THAT NATIONAL AUTISM NETWORK MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE EFFECTIVENESS OF SUCH SCREENINGS OR THE CONDUCT OF ANY OF ITS MEMBERS. NATIONAL AUTISM NETWORK DISCLAIMS ALL LIABILITY WITH RESPECT TO THE ACTS, OMISSIONS OR CONDUCT OF ITS MEMBERS.

National Autism Network reserves the right, but has no obligation, to monitor disputes between you and other Members and to restrict, suspend, or close your account if National Autism Network determines, in its sole discretion, that doing so is necessary to maintain the Services or to enforce the terms of this Agreement.

### **Fees**

Certain Services are available only for a fee, which are described on the Site and may be changed from time to time. Fees may include but are not limited to membership fees and fees for specific Services. All fees paid are nonrefundable.

Your account and membership fees will automatically renew and continue until your account is terminated. You consent to and accept responsibility for all recurring charges to your credit or debit card, or other payment method, as applicable, without further authorization from you and without further notice except as required by law. You further acknowledge that the amount of the recurring charge may change if the applicable tax rates change or if you are notified that there will be an increase in the applicable fees.

Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all administrative fees, governmental fees and applicable taxes associated with the Services and any transactions entered in connection with the Services. If your

payment method fails or your account is past due, National Autism Network may collect fees owed using other collection mechanisms

### **Account Security and Passwords**

You agree and understand that you are responsible for maintaining the confidentiality of your user name and password associated with any account you use to access the Services. You are solely responsible to National Autism Network for all activities that occur under your account. You agree to exit from your account at the end of each session. National Autism Network will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

If you become aware of any unauthorized use of your user name/password or of your account, or any other breach of security relating to the Services, you agree to notify National Autism Network immediately at [support@NationalAutismNetwork.com](mailto:support@NationalAutismNetwork.com).

### **Content**

The term "Content" as used in the Terms means all information (including but not limited to text, sound, images, videos, and web links) which may be accessed or used in connection with the Services, including but not limited through chat and other messages, and in your profile. You are solely responsible for all Content that you contribute, post, transmit or otherwise make available through the Services.

You understand that by using the Services you may be exposed to Content that you find inaccurate, offensive, indecent or objectionable, or that otherwise violates these Terms, and that, in this respect, you use the Services and all such Content at your own risk. National Autism Network does not adopt, endorse, or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Site. Under no circumstances will National Autism Network or its affiliates be liable for any loss or damage resulting from your reliance on Content posted on the Site or transmitted to or by any Members.

You represent and warrant that the Content uploaded, e-mailed, posted or otherwise provided by you to National Autism Network or any other Member in connection with the Services:

- (a) Is owned by you, or you have the full right to provide the Content to National Autism Network;
- (b) Does not infringe or misappropriate any copyright, trademark, trade secret or other intellectual property right of any third party;
- (c) Does not violate any person's right of privacy or publicity;
- (d) Does not contain any obscene, pornographic, harassing, abusive, defamatory, harmful, profane, offensive, threatening, violent, sexist, sexually oriented, racist or illegal material;

(e) Does not contain any viruses, time bombs, Trojan horses, cancelbots, worms, spyware, adware or other harmful or disruptive computer code or files;

(f) Does not include junk mail, chain letters, spam, or advertisements for commercial activities of any kind, including but not limited to contests, sweepstakes, barter, advertising, and pyramid schemes; and

(g) Does not promote illegal conduct of any kind, including by providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files.

(e) Is accurate and complete.

You also represent and warrant that your disclosure of Content to National Autism Network for use with the Services is not in breach of any obligation of confidentiality that you have to any other person or organization.

National Autism Network reserves the right (but has no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from the Services. National Autism Network may use software to do this. In addition, commercially available services and software may be used to limit access to material that may be objectionable. You are solely responsible for maintaining backup copies of the Content you upload in connection with the Services.

### **Message Boards and Chat Rooms**

The Site may include message boards, chat areas and other public forums ("Public Forums"). National Autism Network or its designated agents may remove or alter any user-created content at any time for any reason. Public Forums are intended to serve as discussion centers for registered Members. Information and content posted within these Public Forums may be provided by National Autism Network staff, National Autism Network's outside contributors, or by users not connected with National Autism Network, some of whom may employ anonymous user names. National Autism Network expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these Public Forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of National Autism Network.

### **Proprietary Rights of National Autism Network**

You acknowledge and agree that National Autism Network and its licensors own and retain all right, title and interest in and to the Services and the Site, including all intellectual property rights associated with the Services and the Site. Except for information that is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or

sell any information, materials, or software associated with the Services or the Site.

Nothing in the Terms gives you a right to use any of National Autism Network's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

Other than the Content license set forth below, National Autism Network acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under the Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights associated with your Content.

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Services. You agree that in using the Services, you will not use any trademark (including any logo) of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks or logos.

You may not (and you may not permit anyone else to) extract, copy, modify, reverse engineer, decompile, or otherwise attempt to access or use the source code of the Software or any part thereof, unless this is expressly required by law, or unless you have been specifically told that you may do so by National Autism Network, in writing. Unless National Autism Network has given you specific written permission to do so, you may not transfer or assign your rights to use the Services.

### **Content license from You to National Autism Network**

By submitting or posting Content on the Site, you give National Autism Network a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through the Services. This license is for the purpose of enabling National Autism Network to provide, distribute and promote the Services.

You agree that this license includes a right for National Autism Network to make such Content available to other companies, organizations or individuals with whom National Autism Network has relationships for the provision of ancillary services, and to use such Content in connection with the provision of those services.

### **Termination**

The Terms will continue to apply until terminated by either you or National Autism Network as set out here. To terminate this agreement with National Autism Network, you may (a) notify National Autism Network at any time and (b) close your accounts for all of the Services which you use, where National Autism Network has made this option available to you. Your notice should be sent, in writing, to [support@NationalAutismNetwork.com](mailto:support@NationalAutismNetwork.com)

National Autism Network may, at any time, terminate or suspend the Terms and the Services with you if:

(A) You breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with, the provisions of the Terms); or

(B) National Autism Network is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) National Autism Network is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or

(D) The provision of the Services to you by National Autism Network is, in National Autism Network's opinion, no longer commercially viable.

When these Terms end, all of the legal rights, obligations and liabilities that you and National Autism Network have benefited from, been subject to (or which have accrued over time while the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this termination, including injunctive remedies described below, shall continue to apply to such rights, obligations and liabilities indefinitely.

### **Blocking of IP Addresses**

In order to protect the integrity of the Services, National Autism Network reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Site.

### **Member Disputes**

You are solely responsible for your interactions with other National Autism Network Members. National Autism Network reserves the right, but has no obligation, to monitor disputes between you and other Members.

### **EXCLUSION OF WARRANTIES**

THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." NATIONAL AUTISM NETWORK EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

NATIONAL AUTISM NETWORK, ITS AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS OR PROVIDE YOU WITH ANY SPECIFIC RESULTS,



(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE, COMPLETE, USEFUL OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

### **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NATIONAL AUTISM NETWORK, ITS AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY BODILY INJURY, EMOTIONAL DISTRESS, DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER REGISTERED MEMBERS OF THIS SERVICE OR PERSONS YOU MEET THROUGH THIS SERVICE, LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

(II) ANY CHANGES WHICH NATIONAL AUTISM NETWORK MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(IV) YOUR FAILURE TO PROVIDE NATIONAL AUTISM NETWORK WITH ACCURATE ACCOUNT INFORMATION; AND

(V) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT IN NO EVENT SHALL NATIONAL AUTISM NETWORK BE LIABLE TO YOU IN AN AMOUNT EXCEEDING

THE PRIOR THREE (3) MONTHS OF SERVICE FEES PAID BY YOU TO NATIONAL AUTISM NETWORK.

THE LIMITATIONS ON NATIONAL AUTISM NETWORK'S LIABILITY TO YOU HEREIN SHALL APPLY WHETHER OR NOT NATIONAL AUTISM NETWORK HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

### **Indemnification**

You hereby agree to indemnify, defend and hold National Autism Network and all of its officers, directors, owners, employees, agents, suppliers, affiliates, partners, and licensors (collectively, the "NAN Parties") harmless from and against any and all liability, damages, injuries, losses, costs, and expenses (including attorneys' fees) incurred by any NAN Party in connection with any claim, including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, or intellectual property infringement, arising out of:

- Your use of the Services;
- Any transaction or relationship between you and another user of the Services;
- Any use or alleged use of your user name by any person, whether or not authorized by you;
- The content that you submit in connection with the Services;
- Your breach of any your representations, warranties or covenants in these Terms of Uses; and
- Your violation of the rights of any other person or entity relating to the Services or Site.

National Autism Network reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify a NAN Party, and you agree to cooperate with our defense of these claims.

### **Access to Internet and Communications**

You acknowledge and agree that you are responsible for obtaining your own access to the Internet and that National Autism Network does not provide such access or any related services. You acknowledge and agree that most information shared or communicated between you and the Services occurs in an unsecured environment, is not treated as confidential, and may be intercepted and read by others. National Autism Network is not liable for any damages related to communications that take place in connection with the Services.

### **Copyright Notice and Takedown Procedures**

If you believe that any Content on the Site infringes your copyright, you may notify National Autism Network of the infringing Content and provide the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site;
- Your name, address, telephone number, and email address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Your notice of claim of copyright infringement can be sent by directing an email to [copyright@NationalAutismNetwork.com](mailto:copyright@NationalAutismNetwork.com) or letter to the following designated copyright agent:

National Autism Network, LLC  
Copyright Agent  
[Address]

Upon our receipt of a proper notice of claimed infringement, National Autism Network will respond expeditiously to remove, or disable access to, the Content claimed to be infringing and will follow the procedures specified in the Digital Millennium Copyright Act ("DMCA") to resolve the claim between the notifying party and the alleged infringer who provided the Content at issue.

### **Advertisements**

Some of the Services may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information. The manner, mode and extent of advertising by National Autism Network on the Services are subject to change without specific notice to you. In consideration for National Autism Network granting you access to and use of the Services, you agree that National Autism Network may place such advertising on the Services.

Advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to National Autism Network (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by National Autism Network or by the owners of that Content, in a separate agreement.

### **Links to other content**

The Services may include links to other web Site or content or resources. National Autism Network may have no control over any web Site or resources which are provided by companies or persons other than National Autism Network. You acknowledge and agree that National Autism Network is not responsible for the availability of any such external Site or resources, and does not endorse any advertising, products or other materials on or available from such web Site or resources.

You acknowledge and agree that National Autism Network is not liable for any loss or damage which may be incurred by you as a result of the availability of those external Site or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web Site or resources.

### **Social Networking Sites**

National Autism Network may provide the ability to connect its Services with various other social networking sites as an “application” or in other similar ways. If you allow this connection to occur in your registration or profile, you authorize National Autism Network to collect, store, retain and use indefinitely, in accordance with our Privacy Policy, any and all information that you agreed the social networking site could provide to National Autism Network through its application programming interface.

### **Feedback**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information submitted to National Autism Network relating to modifying or improving the Services ("Feedback"), whether solicited or unsolicited, are non-confidential and shall become National Autism Network's sole property. National Autism Network may use Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. In the event your jurisdiction does not allow intellectual property rights to be transferred as described above, you hereby grant to National Autism Network a worldwide, non-exclusive, royalty-free, perpetual license for the use of Feedback, and in the event perpetual license terms are not allowed by law, the term shall be for the longest period as allowed by applicable law.

### **International Use**

National Autism Network makes no representations that the Content or the Services is appropriate or legally available for use in locations outside the United States. If you are accessing the Services from jurisdictions where the Content or the Services may be illegal, you are solely responsible for complying with all local laws regarding acceptable Content and the Services. You hereby consent to the disclosure of such Content from your country to National Autism Network's servers in the United States.

### **Changes to the Terms**

National Autism Network may change the Terms from time to time. When these changes are made, National Autism Network will make a new copy of the Terms available at the Site and any new Terms will be made available to you from within, or through, the affected Services.

You understand and agree that your use of the Services after the date on which the Terms have changed constitutes acceptance of the updated Terms.

### **Additional terms**

When you use the Services, you may (as a result of, or through your use of the

Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

The Terms constitute the entire legal agreement between you and National Autism Network regarding the Services, and supersede and replace any prior agreements between you and National Autism Network in relation to the Services, including but not limited to any prior version of the Terms. Any FAQ's or similar documents found on the Site are for informational purposes only and are not deemed to be part of the Terms.

You agree that National Autism Network may provide you with notices, including those regarding changes to the Terms, by email or postings on the Site.

The failure of National Autism Network to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision.

If any provision of the Terms is held invalid, the remainder of the Terms will continue in full force and effect.

Both you and National Autism Network acknowledge and agree that no partnership, agency, joint venture, or employment relationship is formed between you and National Autism Network by your use of the Services, and neither you nor National Autism Network have the power or the authority to obligate or bind the other. You acknowledge and agree that no person or company shall be third party beneficiaries to the Terms.

The Terms, and your relationship with National Autism Network under the Terms, shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions. You agree that sole and exclusive jurisdiction and venue for any claim, cause of action or dispute arising out of or relating to these Terms or the Services shall be in a state or federal court in Wake County, North Carolina. Notwithstanding this, you agree that National Autism Network shall be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

The section titles in the Terms are for convenience only and have no legal or contractual effect.